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Employer Name: **William Floyd School District**

Union: **District #32 Paraprofessional Association, NYSUT, AFT, AFL-CIO**

Local: **3840**

Effective Date: **07/01/00**

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EMPLOYMENT AGREEMENT

Between

*The Board of Education
of the
William Floyd School District*

And

*District #32
Paraprofessional Association
NYSUT/AFT/AFL-CIO
Local 3840*

July 1, 2000 June 30, 2003

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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*Employment Agreement
between
The Board of Education
of the
William Floyd School District
and
District #32
Paraprofessional Association
NYSUT, AFT, AFL-CIO
Local 3840*

July 1, 2000..... June 30, 2003

ARTICLE I - RECOGNITION CLAUSE

The Board of Education of the William Floyd School District hereinafter referred to as "the District" recognizes the District #32 Paraprofessional Association NYSUT, AFT, AFL-CIO, Local 3840 hereinafter referred to as "the Association", as the bargaining agent for all paraprofessionals, as defined by Section 80.33 of the Commissioner's Regulations, for the purpose of negotiating wages, hours and conditions of work and participating in the administration of grievances.

ARTICLE II - ASSOCIATION RIGHTS & PROCEDURES

A. Agency Shop - the District agrees to maintain an agency shop.

The Association agrees to establish all processes and procedures that are required by state law.

The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this article.

The Association shall supply the District with a list of names of non-members at least fifteen (15) days prior to the deduction of any Agency Fee.

B. Dues Deduction - The District shall be authorized to deduct Association membership dues from the salaries of the employees covered by this agreement in accordance with authorized cards signed by such employees.

C. Procedures for Negotiations - By March 15, the Association shall submit its written proposals for a new agreement. By May 1, the District shall submit to the Association its written proposals for a new agreement. The parties shall begin to negotiate a new agreement by May 20. The above schedule will be kept unless circumstances prevent it from being followed.

- D. **Use of Facilities** - The Association shall have the right to use school buildings without cost at reasonable times for meetings. The Association shall follow the standard procedure when requesting the use of school buildings.

Bulletin boards shall be provided in each building; however, priority shall be given to school needs. The District shall provide one mailbox for the Association in each school, as well as the use of District courier services.

- E. At the discretion of the Superintendent or his/her designee, the President of the Association may be granted released time to conduct Association business.
- F. The District shall provide the President of the Association annually no later than November 15 with the following information with regard to members of the unit: name, rate of pay and date of appointment.

ARTICLE III - CONDITIONS OF EMPLOYMENT

It is the intent of the District to utilize paraprofessional assistance in areas deemed necessary by the District Office, building and program administration. As such, the District and building administrators retain the right to adjust the assignment of paraprofessionals to meet the needs of the District as long as there is no change in building or daily work hours.

Wherever practicable, assignments or reassignments to "One-on-One" paraprofessional positions shall be on a voluntary basis. New employees shall sign the District's "Stipulation of Agreement" applicable to "One-on-One" paraprofessionals.

Qualifications, evaluation ratings, attendance and seniority shall be determining factors in considering new positions, transfers, layoffs and recalls.

- A. **Vacancies** - During the school year, the District shall post all newly created positions or vacant positions within the bargaining unit on a bulletin board in each school for at least 5 work days. Should a newly created position or vacancy within the bargaining unit occur during the summer the position shall be posted in the District Office and the President of the Association shall be notified of such opening at least seven (7) calendar days before the position is filled.

Present employees shall be given first consideration in filling vacancies. Applicants for vacancies must be fully qualified for the position for which they are applying. Seniority, attendance and work record shall be considered when evaluating applicant. The District shall establish reasonable qualifications for all vacancies.

Candidates selected for newly created positions or to fill vacant positions who are not currently employed as paraprofessionals in the District shall be considered substitute paraprofessionals and be paid as such until they are appointed by the Board of Education.

B. Transfers

- 1] Voluntary - During the school year and summer months, the District shall post in the school buildings a list of the known vacancies occurring in each school building. A copy of these vacancies shall be sent to the Union President.

Paraprofessionals who desire to change their assignment or to transfer to another building, may apply for any posted vacant position. Seniority shall be considered a factor in all voluntary transfers.

- 2] Involuntary - Notice of an involuntary transfer shall be given to the employee as soon as possible and, under normal circumstances, not later than August 31st.

An involuntary transfer will be made only after a meeting between the employee involved and the Superintendent or his/her designee, or the appropriate supervisor, at which time the employee will be notified of the reason(s). Such a meeting must be requested in writing by the employee. Where possible, an involuntary transfer shall not result in a loss of hours.

Seniority shall be considered a factor in all involuntary transfers.

An employee affected by an involuntary transfer should be given consideration in applying for a vacant position formerly held by the employee.

- 3] Layoffs - The District will first attempt to achieve reduction in force by attrition. Employees will be asked to indicate whether they plan to return for the next school year.

New employees shall not be hired while there are qualified employees on the recall list for available openings.

- 4] Work Schedule - Paraprofessionals will be guaranteed a work year of 180 days. Employees shall be paid according to the number of hours the employee regularly works on days of early dismissals and delayed openings.

Each employee will be given as many hours per day as possible. As additional hours become available, the parties agree that those additional hours shall be assigned to current employees when the employee is qualified and where scheduling needs can be accommodated.

ARTICLE IV - OBSERVATIONS AND EVALUATIONS

- A. It is the prime purpose of evaluations to determine the ability of the employee to perform his/her duties and responsibilities and the effectiveness of the employee's services. Evaluations shall reflect the overall performance of an employee while in the employment of the District and further reflect the overall conduct of the employee while on duty.

Criticisms noted in evaluations shall, in the first instance, be for the purpose of advising the employee of strengths and weaknesses, but ultimately to determine the employee's status in the District.

- B. The parties may jointly develop an observation or new evaluation form which shall be subject to the Superintendent's approval. A committee composed of an equal number of representatives from the District and the paraprofessionals shall be formed to develop the guidelines and goals for observations and evaluations. However, this committee may only make recommendations to the Superintendent or his/her designee who, after considering these recommendations, will establish the guidelines and goals for observations and evaluations. Once the guidelines have been established, they shall be written into District policy and referred to by policy number in this contract.
- C. Evaluations are to be signed by an administrative supervisor and a copy of the evaluation is to be supplied to the employee by such supervisor. Evaluations shall be signed by the employee. The employee may respond to the evaluation within ten (10) school days of receipt.

ARTICLE V - PERSONNEL FILE

The contents of individual personnel files shall not be available to the public unless required by law.

Upon request, and in the presence of an administrator or his designated representative, each individual shall have access to his/her personnel file, excluding confidential material such as recommendations or evaluations written before the employee was hired. Such examinations shall take place in the District Office during regular office hours.

The individual shall be permitted to copy non-confidential documents in his/her file at the District Office. The individual shall be entitled to be accompanied by a representative of the Association when examining said file.

With the exception of confidential and preemployment material, no material may be entered into a unit members' file without sending a copy to the individual. The individual shall sign a statement to verify that the material has been shown to him/her prior to its inclusion in the personnel file.

ARTICLE VI - HOLIDAYS AND LEAVES

- A. Each paraprofessional shall be granted a pool of eight (8) leave/sick days per year. Three (3) days will be granted in September and one-half (1/2) day granted for each month worked. Upon completion of three (3) years of service, two (2) additional leave/sick days shall be granted, whereupon five (5) days will be granted in September and one-half (1/2) day granted for each month worked.
- B. Leave/sick days can be accumulated with an option to be paid for up to five (5) days of accumulated time at the end of the school year or accrued to the following year. Accumulated time will be paid upon separation from the District.
- C. Employees who have successfully completed one and one-half (1 1/2) years of employment may be eligible for catastrophic sick leave, which may be granted at the discretion of the Board of Education. Catastrophic sickness shall be defined as an illness or accident of a severe nature that requires a prolonged absence from one's duties. An employee becomes entitled to a full salary for a period not exceeding six (6) months, but not going beyond the school year and only after the employee has exhausted accumulated leave pay plus thirty (30) days. In addition, any days accumulated and paid for at the end of the school year will be deducted from the catastrophic sick leave. Catastrophic sick leave shall not apply for any illness or accident which may result in another source of compensation unless the Board of Education and the employee agree that such compensation be remitted to the District.
- D. Each paraprofessional shall be paid one week's salary during the December recess. In order to be eligible for such payments, the paraprofessional must have been employed on September 25 of the school year and continuously up until the beginning of the Christmas recess. In addition, Memorial Day shall be a paid holiday. The first and second days of spring recess that school is not in session, shall be paid holidays. Effective with the 2001-2002 school year, the third day of spring recess that school is not in session shall be added as a paid holiday.
- E. Up to five (5) school days within seven (7) consecutive calendar days shall be granted following the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, sibling or other member of the immediate household.

Up to three (3) school days within five (5) consecutive calendar days shall be granted following the death of an employee's grandfather, grandmother, brother-in-law, sister-in-law, uncle, aunt, niece or nephew.

- F. Members of the unit shall be paid \$40.00 per day by the District for service on jury duty which takes place on a regularly scheduled workday. Notwithstanding the above, members of the bargaining unit shall receive their full salary or a minimum of \$40.00, whichever is more, for the first five (5) days of jury duty that takes place on a regularly scheduled workday. Members shall remit to the District any monies received for jury duty, exclusive of mileage allowance, during the first five days of jury service.

ARTICLE VII - ATTENDANCE BONUS

Paraprofessionals who have zero (0) days absent during a school year, shall receive an attendance bonus of two hundred dollars (\$200) paid on the first paycheck in July for the prior year's perfect attendance.

Paraprofessionals who have one (1) day absent during a school year, shall receive a bonus of one hundred dollars (\$100) paid in the first paycheck in July.

ARTICLE VIII - FRINGE BENEFITS

A. Health Insurance Plan

1. Employees who do not receive benefits from another plan through their spouse, or otherwise, shall be entitled to enroll in the medical insurance program, or any part thereof, that is not otherwise offered in another plan.
2. Dental, optical and prescription plans are available if the employee is not otherwise covered in another plan only after the completion of six (6) months of service.
3. a. Effective 1/1/95 employees hired prior to July 1, 1981 shall have 100% of the cost of the health insurance plan paid by the District.
- b. Effective 1/1/95 employees hired between July 1, 1981 and June 30, 1988 shall have 81% of the cost of the health insurance plan paid by the District and 19% paid by the employee.
- c. Effective 1/1/95 employees hired prior to July 1, 1988: Upon completion of ten (10) consecutive years of service in the District, the District shall pay 100% of the cost of whatever medical insurance is in effect at that time for those employees enrolled in the insurance plan.

4. a. **Effective 7/1/00 employees hired on July 1, 1988 and thereafter** shall have sixty percent (60%) of the cost of the health insurance plan paid by the District and forty percent (40%) paid by the employee.

b. **Effective 7/1/00 employees hired on July 1, 1988 and thereafter:** Upon completion of ten (10) consecutive years of service in the District, the District shall pay seventy percent (70%) of the cost of whatever medical insurance is in effect at the time for those employees enrolled in the health insurance plan, and thirty percent (30%) of the cost of the plan shall be paid by the employee.

B. **Life Insurance** - The District shall provide life insurance in the amount of \$10,000. Employees, at their own expense, may subscribe to an additional \$5,000 life insurance.

ARTICLE IX - IRS SECTION 125 FLEX BENEFIT PLAN

An IRS Section 125 Flex Benefit Plan shall be made available to all unit members effective January 1, 2001.

ARTICLE X - INOCULATIONS

One-on-One and Special Education Paraprofessionals shall be eligible to be inoculated with Hepatitis B vaccine at the District's expense on an annual basis.

ARTICLE XI - SALARIES

Salary payments will be made bi-weekly and in a confidential manner.

A. **New Employees** - The rate of pay for new employees of the unit are attached hereto in Addendum 2.

B. **Salary** - The rates of pay for members of the unit are attached hereto in Addendum 2.

C. **Longevity**

After completion of ten (10) consecutive years of service in the District -
\$.25¢ per hour.

After completion of fifteen (15) consecutive years of service in the District -
\$.10¢ per hour (\$.35¢ total)

After completion of twenty (20) consecutive years of service in the District -
\$.10¢ per hour (\$.45¢ total)

ARTICLE XII - ANNUALIZATION OF PARAPROFESSIONAL SALARIES

Paraprofessionals who have successfully completed three (3) years of paraprofessional services in the William Floyd School District shall have their salaries for their subsequent years of employment as paraprofessionals annualized using the following formula.

Annualized salaries shall be calculated as follows:

1. Multiplying para's base hourly rate of pay plus longevity rate of pay X the number of hours they work per day X the number of contractually paid days scheduled per year (excluding 5 day Christmas pay).

(ie) Paraprofessional is paid \$7.50 per hour and works 7.5 hours per day.

$\$7.50 \times 7.5 \text{ hrs/day} \times 184 \text{ days (181 + 1 day Memorial day \& 2 days spring vacation)} = \$10,350$

This figure would be divided into 20 full pay period checks of \$492.86, gross salary per full check, and gross salary \$246.43 for the two (one-half) pay checks.

2. The five paid Christmas paid days shall be paid as an additional stipend.
3. The last 2-3 pay periods for the year shall be used to reconcile the pay for any unit member who has used more sick/personal days then she/he has accumulated.
4. Any variation of regular work hours for a unit member participating in this provision, shall be dealt with by each individual building.

ARTICLE XIII - RETIREMENT/SEVERANCE

- A. Paraprofessionals employed as "teacher aides" prior to July 1, 1976 shall be enrolled in the retirement system and receive retirement benefits accordingly.
- B. Employees appointed as paraprofessionals between July 1, 1976 and June 30, 1988 shall be entitled to severance pay computed at the rate of .50¢ per hour for those hours worked prior to July 1, 1997 and at the rate of .55¢ per hour for those hours worked on or after July 1, 1997 if they chose not to join the New York State Employees Retirement System and they leave the District after ten (10) consecutive years of service. Payments shall be made in a lump sum when they leave the District. If the paraprofessional dies while in service, his/her severance pay shall go to his/her estate.

- C. Any paraprofessional employed July 1, 1988 and thereafter is eligible to enroll in the New York State Employees Retirement System. Employees hired July 1, 1988 and thereafter are not eligible for the above Section B retirement/severance allowance.

ARTICLE XIV - GRIEVANCE PROCEDURES

- A. **Purpose** - It is the policy of the District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure.

B. **Definitions**

1. A grievance is any dispute between the parties concerning the meaning or application of the terms and conditions of this agreement.
2. A grievance may be initiated by an employee or the Superintendent or his/her designee, any of whom shall be deemed an aggrieved party.

C. **Submission of Grievance**

1. An aggrieved party may be represented at any or all stages of the grievance procedure by a representative or representatives of the Association.
2. By joint written agreement of the parties, any or all of the steps outlined in the procedures for filing grievances may be omitted.
3. A grievance shall be deemed waived unless it is submitted within ten (10) days after an aggrieved party knew or should have known of the events or conditions on which it is based.
4. The Superintendent or his/her designee shall present grievances to the President of the Association and the individual.
5. If the school year as defined in the official school calendar has ended, the term "school days" as used herein shall be construed as calendar days.

D. **Procedures**

Step 1: A grievance shall be submitted by the employee to the appropriate supervisor. Where an employee works in more than one assignment, the grievance shall be submitted to the appropriate supervisor. The parties shall attempt to resolve the grievance at this level.

Step 2: If agreement is not reached at Step 1, the grievant shall reduce the grievance to writing and submit same to the party to whom the informal grievance was submitted in Step 1 within thirty school days after the aggrieved party knew or should have known of the events or conditions on which it is based. Such writing shall include the provision of the agreement involved, the time when and the place where the alleged events or conditions constituting the grievance arose and the proposed remedy sought. The party to whom such written grievance is submitted shall respond in writing within five (5) school days after receipt of the grievance.

Step 3: If the grievant is not satisfied with the response received at Step 2 or if no response is received within five (5) school days, the grievant may, within five (5) school days thereafter, submit a copy of his/her written grievance together with any response received at Step 2, to the Superintendent. The Superintendent or his/her designee shall make a determination with regard to the grievance within ten (10) school days thereafter. In the course of deciding the grievance, the Superintendent or his/her designee may hold such meetings or conferences as deemed necessary.

Step 4: If the grievant and the Association are not satisfied with the response at Step 3, the Association shall within five (5) school days thereafter file a written demand for arbitration with the District.

The parties shall within ten (10) school days of such request mutually select an arbitrator from among Jack Tillem, Howard Edelmann and Martin Scheinmann. Absent agreement the Arbitrator shall be selected by lot. The Arbitrator shall not have any power to add to or subtract from the provisions of the contract.

The decision of the Arbitrator shall be advisory only.

ARTICLE XV - LEGISLATIVE APPROVAL

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVI - DURATION OF CONTRACT

This agreement shall commence July 1, 2000 and expire on June 30, 2003.

Addendum 1

**WILLIAM FLOYD UNION FREE SCHOOL DISTRICT
of the Mastics-Moriches-Shirley
District Office**

memorandum

TO: Carole Gillen
FROM: Richard J. Hawkins
RE: Paraprofessional Evaluations
DATE: November 17, 1994

This shall confirm our understanding reached during negotiations regarding the automatic "needs improvement" rating in attendance for those members of the unit who have had (5) or more absences.

In those cases when a member of the unit believes there are extenuating circumstances related to attendance based on the nature of the absence, such member may discuss the circumstances with his/her immediate supervisor and the immediate supervisor may at his/her discretion change such rating.

/bec

c:

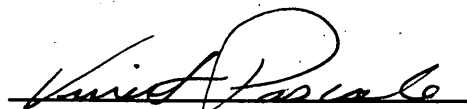
Addendum 2


Hourly Base Salary Ranges:


<u>1999-2000</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
\$6.58 - \$8.33	\$6.93 - \$8.77	\$7.35 - \$9.30	\$7.81 - \$9.86
\$9.46 - \$12.00	\$9.96 - \$12.63	\$10.57 - \$13.40	\$11.22 - \$14.24
\$12.67 - \$13.30	\$13.34 - \$14.00	\$14.15 - \$14.85	\$15.03 - \$15.77

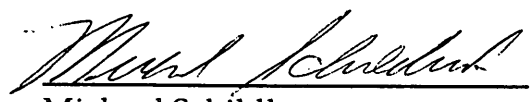
The starting rates for new employees for the life of this Agreement shall be as follows:

	<u>2000/01</u>	<u>2001/02</u>	<u>2002/03</u>
Start 00/01	\$6.00	\$6.37	\$6.76
Start 01/02	XXX	\$6.10	\$6.48
Start 02/03	XXX	XXX	\$6.20


Vincent Pascale, President
Board of Education
William Floyd School District


Linda Bartolomeo, President
Paraprofessional Association


Richard J. Hawkins
Superintendent of Schools


Michael Schildkraut
Assistant Superintendent for Personnel

STIPULATION OF AGREEMENT

Accepting A Position
As A One on One Paraprofessional
For A Disabled Child

I _____ have been offered a position as a One on One Paraprofessional for a Disabled Child in the District.

I understand that based on the needs of this Disabled Child, I may be required to assist this child with his/her physical needs such as toileting, ambulation and similar type tasks. I understand that I will be required to receive training in the safe and proper method of such assistance.

I understand that as a One on One Paraprofessional for a Disabled Child, I will be eligible to join the Paraprofessional Bargaining Unit and receive all appropriate benefits. However, I also understand that as a One on One Paraprofessional, that if the child to whom I am assigned leaves the District, or is determined not to require the one on one services of a paraprofessional by the Committee on Special Education, my position as a Paraprofessional will be terminated. I understand that, at that time, I will be allowed to apply for any other paraprofessional opening in the District.

Signature

Date

cc: Linda Bartolomeo

SALARY SCHEDULE 7/1/2000 - 6/30/2003

Hrly Sal 99\00	Hrly Sal 00\01	Hrly Sal 01\02	Hrly Sal 02\03
\$5.88	\$6.19	\$6.57	\$6.97
\$6.03	\$6.35	\$6.73	\$7.15
\$6.18	\$6.50	\$6.90	\$7.33
\$6.58	\$6.93	\$7.35	\$7.81
\$6.73	\$7.08	\$7.52	\$7.99
\$6.90	\$7.26	\$7.71	\$8.19
\$7.06	\$7.43	\$7.88	\$8.38
\$7.10	\$7.47	\$7.93	\$8.42
\$7.15	\$7.53	\$7.98	\$8.48
\$7.54	\$7.94	\$8.42	\$8.95
\$7.79	\$8.20	\$8.70	\$9.24
\$8.33	\$8.77	\$9.31	\$9.88
\$8.50	\$8.95	\$9.50	\$10.08
\$8.83	\$9.29	\$9.86	\$10.48
\$9.46	\$9.96	\$10.56	\$11.22
\$9.83	\$10.35	\$10.98	\$11.66
\$10.12	\$10.65	\$11.30	\$12.01
\$10.49	\$11.04	\$11.71	\$12.45
\$10.68	\$11.24	\$11.93	\$12.67
\$10.77	\$11.34	\$12.03	\$12.78
\$11.06	\$11.64	\$12.35	\$13.12
\$11.24	\$11.83	\$12.55	\$13.34
\$12.00	\$12.63	\$13.40	\$14.24
\$12.20	\$12.84	\$13.62	\$14.48
\$12.30	\$12.95	\$13.74	\$14.59
\$12.67	\$13.34	\$14.15	\$15.03
\$12.76	\$13.43	\$14.25	\$15.14
\$12.85	\$13.52	\$14.35	\$15.25
\$12.95	\$13.63	\$14.46	\$15.37
\$13.30	\$14.00	\$14.85	\$15.78
\$13.76	\$14.48	\$15.36	\$16.30